

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

LONNIE L. JOHNSON,

Plaintiff,

vs.

THE STANDARD FIRE INSURANCE  
COMPANY, a foreign insurance company  
doing business as THE TRAVELERS  
INDEMNITY COMPANY,

Defendants.

No. 3-22-CV-5513

**DECLARATION OF JAMES  
BURNHAM**

I, JAMES BURNHAM, hereby declare as follows:

1. I am the claims professional assigned by The Standard Fire Insurance Company (“SFIC”) to handle the Underinsured Motorists (“UIM”) claim made by Plaintiff. I am over the age of eighteen, am competent to testify, and make this declaration based upon my personal knowledge and on the records and files maintained by SFIC in the ordinary course of business.

2. I have reviewed the pertinent claims file and claims correspondence. I am familiar with the facts regarding the claim and coverage determinations made by SFIC in this matter. As a result, this declaration is made on personal knowledge.

3. On November 4, 2021. SFIC received notice that Lonnie Johnson (Plaintiff) was

1 involved in a motor vehicle accident in which the at-fault driver of a Chevy Cruze struck the C-  
2 tran bus Plaintiff was driving.

3 4. Upon receiving notice of the Subject Accident, SFIC opened a claim and initiated  
4 its good faith claims investigation.

5 5. Upon receipt of Plaintiff's formal UIM demand (see Dkt. 2-3), SFIC initiated its  
6 good faith investigation of Plaintiff's UIM claim.

7 6. In the course of claims handling SFIC conducted an evaluation relative to the  
8 potential value of Plaintiff's UIM claim.

9 7. Relative to his medical care, Plaintiff treated consistently for five months with a  
10 two-month gap before his final medical visit on September 7, 2021.

11 8. Through its investigation, and analysis SFIC concluded that the maximum amount  
12 of UIM benefits payable for the Subject Accident was between \$34,907.99 and \$45,563.99.

13 9. Attached as Exhibit A is a true and correct copy of the claims file notes  
14 documenting the evaluation of the Plaintiff's claim.

15 10. SFIC offered Plaintiff \$34,907.99 to settle his claim.

16 11. Attached as Exhibit B is a true and correct copy of the \$34,907.99 offer.

17 12. This offer was rejected.

18 13. Plaintiff filed his initial complaint March 28, 2022.

19 14. Based upon the information contained in the initial complaint as well as all  
20 information available to SFIC, SFIC concluded that as of March 28, 2022, the maximum amount  
21 in controversy was below \$75,000.  
22  
23

1 I DECLARE PURSUANT TO THE LAWS OF PERJURY OF THE UNITED  
2 STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

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4  
5 DATED 8/12/2022 (date), at Oregon City (city),  
6 Oregon (State).

7 James L. Burnham

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9 James Burnham  
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1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies under the penalty of perjury under the laws of the State  
3 of Washington that on this date I caused to be served in the manner noted below a true and correct  
4 copy of the foregoing on the following party(ies):

5 Thomas Hojem  
6 Caron, Colven, Robison & Shafon, P.S.  
7 900 Washington Street, Suite 1000  
8 Vancouver, WA 98660  
9 Ph: (360) 699-3001  
10 Fax: (360) 699-3012  
11 Portland ph: (503) 222-0275  
12 [thojem@ccrslaw.com](mailto:thojem@ccrslaw.com)  
13 [rmoore@ccrslaw.com](mailto:rmoore@ccrslaw.com)  
14 *Plaintiff's Counsel*

15 By: ☐ First Class Mail ☒ E-Service/Email ☐ Legal Messenger

16 DATED this 15 day of August, 2022 at Seattle, Washington.

17 /s/ Nico Schulz  
18 Nico Schulz | Paralegal